

TERMS AND CONDITIONS OF SALE

- 1. Terms and Conditions.** The following terms and conditions shall apply to each order for Products of Paskal Technology Agricultural Cooperative Ltd ("Paskal", "Products", respectively) and shall constitute the entire agreement between the parties. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form or any other documents of the customer, shall not be binding upon Paskal, unless specifically agreed to in writing by an authorized representative of Paskal. Any amendment of these terms and conditions must be in writing and signed by Paskal to be binding on Paskal.
- 2. Acceptance of Purchase Order.** All customer purchase orders are subject to written acceptance by Paskal, at its sole discretion, even if received elsewhere by a salesperson, selling agent or representative. Paskal reserves the right to supply partial deliveries to customer. Customer may not cancel or change its purchase order, without prior written consent of Paskal. The customer agrees that revision in shipment completion dates or purchase order termination may result in additional cost, which will be determined by Paskal, in its sole discretion at the time of cancellation or revision by customer.
- 3. Pricing.** Upon Paskal's acceptance of a written purchase order, Paskal will supply Products at the price stated in Paskal's quotation or if no quotation exists, then in Paskal's price list. Paskal reserves the right to revise prices if customer has not placed an order for Products or services subject to any quotation given to customer within thirty (30) days of the date on the quotation. In all other cases, Paskal reserves the right to revise prices at any time without prior notice to the customer. Customer shall pay any extra costs reasonably and necessarily incurred by Paskal as a result of any changes requested by customer. In addition to the stated purchase price, customer will pay any tax imposed by any state or other governmental authority on the sale of the Products.
- 4. Payment terms.** Payment of the price for the Products is due in the currency of Paskal's invoice or such other currency as Paskal may specify thirty (30) days after the date of the invoice. Paskal reserves the right to charge customer interest at 1.5% per month or the maximum legal rate, whichever is less, for any payments more than thirty (30) days overdue.
- 5. Delivery & shipment.** Product will be delivered Ex Works (EXW) from Paskal's location to the customer's unless agreed otherwise in writing between Paskal and customer. Customer shall pay the cost of shipment, including any export charges, costs of insurance, documentations, and bank charges incurred in shipments. The customer shall be responsible for making all arrangements for the collection and transportation of the Products, and shall bear all costs related thereto.
- 6. Title, risks of loss and Insurance.** Title to all Products shall remain with Paskal until the delivery, the risk of loss, damage and insurance responsibilities shall pass to customer at Paskal's shipping location, unless agreed otherwise in writing between Paskal and customer..
- 7. Discontinuation.** Paskal reserves the right to discontinue providing Products or services to customer upon customer's failure to perform any material obligation under the terms and conditions set forth herein. Customer's obligation to pay all amounts owing to Paskal pursuant hereto will survive any Paskal discontinuation or termination.
- 8. Warranty.** . Paskal warrants that for a period of 12 (twelve) months following delivery to customer, the Products, when used in accordance with the documentation, will operate without any major defects. However, Paskal does not warrant that the Products will be error-free or will operate without interruption. If the warranty set forth in this section is breached, Paskal's sole obligation will be to repair or replace the Products, at Paskal's sole discretion. Paskal, however, does not warrant that all defects can be corrected. Customer shall not be entitled to assert any claim for breach of the limited warranty stated in this section unless the claim is made in writing and delivered to Paskal within 14 (fourteen) days after delivery of the Products. Paskal has no obligation to repair any defect that results from accident, abuse or misapplication. Paskal shall not be liable for any defect that is caused by neglect, misuse or mistreatment, including improper installation or testing, or for Products that have been altered or modified in any way. Paskal shall have no obligation to test, repair or certify any product that has been modified by customer or any third party.

9. Disclaimer of Liability. PASKAL HEREBY DISCLAIMS ALL OTHER WARRANTIES TO CUSTOMER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. THE EXPRESS LIMITED WARRANTY AND REMEDY STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PASKAL FOR DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF PASKAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PASKAL BE LIABLE TO CUSTOMER FOR DAMAGES OR ANY OTHER AMOUNTS THAT EXCEED THE LOWER BETWEEN: (I) THE TOTAL OF THE AMOUNTS PAID TO PASKAL BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD OR (II) THE AMOUNT APPLICABLE ACCORDING TO THE ISRAELI LAW, PRECEDING THE DATE ON WHICH PASKAL RECEIVED NOTICE OF THE BASIS FOR THE AWARD.

10. Customer Indemnity. Customer agrees to indemnify and hold Paskal harmless against any cost, loss, liability or expense (including attorneys' fees) arising out of third-party claims against Paskal relating to customer's use of the Products, including, infringes any copyright, patent, trade secret or other right of any other person or entity.

11. Returns. Products may not be returned to Paskal without prior authorization. Customer must contact Paskal to obtain an authorization number and return the Products to the location designated by Paskal with all transportation charges paid by customer. Paskal may charge customer certain fees for Products returned to Paskal. Any material returned to Paskal without proper authorization will be returned to customer at customer expense.

12. Intellectual property rights. All, data, tooling, equipment, procedures, engineering changes, trade secrets, copyrights, patents, patent applications, know-how, and all parts thereof, trademarks and all other information, technical or otherwise which was supplied by or for Paskal will be and remain the sole property of Paskal

13. Force Majeure. Neither party shall be responsible for circumstances beyond its reasonable control which make its performance impossible or delay its performance hereunder. To the extent that a party is delayed by such causes, the time to perform will be extended.

14. Miscellaneous. Customer may not assign this agreement or any of its rights or obligations under this agreement, by operation of law or otherwise, without Paskal's prior written consent, which may be withheld for any reason. Paskal shall have the right to freely assign this agreement, by operation of law or otherwise, without customer's permission.

15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. Any dispute arising out of the interpretation and/or the performance of this Agreement shall be submitted to the exclusive competence of the Courts of Israel.